

**GENERAL PROVISIONS
AMERICAN RECOVERY AND
REINVESTMENT ACT OF 2009, Pub.L. 111-5,
(Recovery Act or Act)
FOR USE WITH**

INDIVIDUAL CONSULTANTS

**UNDER
U. S. DEPARTMENT OF ENERGY
PRIME CONTRACT NO. DE-AC09-08SR22470**

**SAVANNAH RIVER NUCLEAR SOLUTIONS
SAVANNAH RIVER SITE
AIKEN, SC 29808**

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Change Bar indicates new article, a change in application, or that text of Article has changed.

** Incorporated by reference to appropriate FAR clause (see <https://www.acquisition.gov/far/>) and DEAR (<http://management.energy.gov/DEAR.htm>)*

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A.1 REPORTS

As a part of the work and services to be performed, the Consultant will furnish intermediate reports to SRNS from time to time, when requested, in such form and number as may be required by SRNS, and will make such final reports as may be required by SRNS concerning the work and services performed under the Subcontract.

A.2 TRAVEL

A. Allowable costs for air travel will be limited to the lowest available airfare. To the extent reasonable, the Consultant will make use of commercial discount airfares, Government contract airfares, and customary standard airfares. First class air travel will only be used when other less expensive accommodations are not reasonable available to meet the necessary duty requirements. Such accommodations are considered "not reasonably available" when they would:

- Require circuitous routing;
- Require travel during unreasonable hours;
- Greatly increase the duration of the flight;
- Result in additional costs which would offset the transportation saving; or
- Offer accommodations which are not reasonably adequate for the medical needs of the traveler.

B. (1) The allowance for the use of personal automobile on official business shall not be higher than the rate authorized in FPMR 101.7.1. Such allowance shall be based on the mileage between the authorized points of travel as listed in Rand-McNally standard distance charts. A variation of ten percent, if reasonable under the circumstances, is allowable, except when a longer route is necessitated by road or weather conditions.

(2) Additional allowances shall be made for daytime and overnight parking and for ferry, toll road, tunnel, or toll bridge charges. In

the event two or more persons travel in one automobile, only one mileage allowance will be paid.

(3) The allowance for an employee on official travel who uses a privately owned automobile for the employee's own convenience in lieu of commercial transportation will be air coach fare plus a reasonable allowance for other normal travel costs, such as for taxi fare, required to get to the airport and to the point of destination and origin, or the applicable mileage rate, whichever is less. In such instances, reimbursement for living allowance will be limited to the time required as if the employee had used air transportation.

C. Promotional Materials (Received in Conjunction with Official Travel From Common Carriers, Rental Car Companies or Other Commercial Sources)

All promotional materials (e.g., bonus flights, reduced-fare coupons, cash, merchandise, gifts, credits toward future free or reduced costs, etc.) received by Consultants in conjunction with official travel or applicable to the purchase of travel tickets or other services such as car rental, are due the Consultant and may not be retained by the Consultants(s). If a Consultant(s) receives such promotional materials from any commercial source incident to official travel, the Consultant(s) shall accept the material on behalf of the Federal Government and relinquish it to SRNS.

- D. (1) Foreign travel, when charged directly, shall be subject to the prior approval of SRNS for each separate trip regardless of whether funds for such travel are contained in an approved budget. Foreign travel is defined as any travel outside of the United States and its territories and possessions.
- (2) Request for approval shall be submitted at least 60 days prior to the planned departure date, on a Request for Approval of Foreign Travel form, and, when applicable include a notification of proposed sensitive foreign nation travel.
- (3) Subcontractor foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1, Official Foreign Travel, or any official version of the order in effect at the time of award.

A.3 INDEPENDENT CONTRACTOR

In the performance of the work and services under the terms of the Subcontract, the Consultant will act solely as an independent contractor, and nothing

contained herein or implied will at any time be so construed as to create the relationship of employer and employee, partnership, principal and agent, or joint adventurer as between SRNS and Consultant. The manner and method of implementing and completing any work to be performed under the terms of the Subcontract will be left to Consultant's control and professional judgment. It is understood that SRNS has no obligation under local, state, or federal laws regarding the Consultant or any employees, agents or subcontractors employed by the Consultant and that the total commitment and liability of SRNS in regard to any arrangement or work performed under the Subcontract is to pay the fees and expenses pursuant to the provisions hereof.

A.4 CONFIDENTIALITY OF INFORMATION

- A. To the extent that the work under the Subcontract requires that the Consultant be given access to confidential or proprietary business, technical or financial information belonging to the Government, SRNS or other companies, the Consultant shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by SRNS or the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
- Information which, at the time of receipt by the Consultant, is in public domain;
 - Information which is published after receipt thereof by the Consultant or otherwise becomes part of the public domain through no fault of the Consultant;
 - Information which the Consultant can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the government or other companies;
 - Information which the Consultant can demonstrate was received by it from a third party who did not require the Consultant to hold it in confidence.
- B. The Consultant shall obtain the written agreement, in a form satisfactory to SRNS, of each employee permitted access, whereby the employee agrees not to discuss, divulge or disclose any such information or data to any person or entity except those persons within the Consultant's organization directly concerned with the performance of the contract.
- C. The Consultant agrees, if requested by the SRNS or the Government, to sign an agreement identical, in all material respects, to the

provisions of this article, with each company supplying information to the Consultant under the Subcontract, and to supply a copy of such agreement to SRNS. From time to time upon request of SRNS, the Consultant shall supply SRNS with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Consultant received such information.

- D. (1) The Consultant agrees that upon request by DOE or SRNS, it will execute a DOE-approved agreement, with any party whose facilities or proprietary data it is given access to or is furnished, restricting the use and disclosure of the data or the information obtained from the facilities. Upon request by DOE or SRNS such an agreement shall also be signed by Consultant personnel.
- (2) Consultants will indemnify and hold SRNS harmless from any and all liabilities, claims, demands, actions, costs, damages and any expenses relating thereto (including but not limited to reasonable attorney's fees) arising from any nonauthorized disclosure of information, protected by Paragraph 7 above, by Consultant or any of its directors, officers, employees, agents, subcontractors or permitted assigns.

A.5 REPORTING OF ROYALTIES

Note: This Article applies if the Subcontract is in excess of \$25,000.

If any royalty payments are directly involved in the Subcontract or are reflected in the Agreement price, the Consultant agrees to report in writing to SRNS during the performance of the Subcontract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of the Subcontract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which the royalties are to be paid. The approval of DOE or SRNS of any individual payments or royalties shall not stop the Government or SRNS at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

A.6 TAXES

- A. All taxes applicable to any amounts paid by SRNS to the Consultant under the Subcontract will be the Consultant's liability and SRNS shall not withhold nor pay any amounts for federal,

state or municipal income tax, social security, unemployment or worker's compensation. Upon request by SRNS, the Consultant will provide documentation evidencing compliance with all applicable federal, state and municipal income tax and/or self-employment tax laws in regard to amounts received under the Subcontract.

- B. In accordance with current law, SRNS shall annually file with the Internal Revenue Service a Form 1099-MISC., U.S. Information Return for Recipients of Miscellaneous Income, reflecting the gross annual payments by SRNS to the Consultant, net of any reimbursed expenses incurred by the Consultant on behalf of SRNS, pursuant to the Subcontract. The Consultant hereby acknowledges personal income tax liability for the self-employment tax imposed by Section 1401 of the Internal Code, and the payment when applicable, or estimated quarterly Internal Revenue Service Forms 1040-ES, declaration of estimated tax by individuals.

A.7 TERMINATION

SRNS has the right to terminate the Subcontract or any work being performed under any schedule executed pursuant thereto at any time by a written notice to the Consultant. In such event, notwithstanding any other provisions of the Subcontract, all work and services being performed under the Subcontract or any schedule being terminated will automatically and instantly terminate and SRNS will have no liability or obligation for any performance by Consultant after the Consultant received or should have received such notice.

A.8 ASSIGNMENT

The Consultant may not assign the Subcontract or any schedule executed pursuant thereto, nor may the Consultant delegate or subcontract the performance and obligations imposed hereunder without the consent of SRNS.

A.9 DISPUTES

- A. Subcontractor shall not be entitled to and neither SRNS nor the Government shall be liable to the Subcontractor or its lower-tier suppliers or subcontractors for damages in tort (including negligence), or contract, or otherwise, except as specifically provided in this order.
- B. The Parties shall attempt to settle any claim or controversy arising from this Order through consultation and negotiations in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator chosen by the Parties within thirty (30) days after written

notice by one party demanding mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, and the Parties will share the costs of the mediation equally. Any dispute which cannot be resolved between the Parties through negotiation or mediation shall be resolved by litigation in a court of competent jurisdiction located in the State of South Carolina. Determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government; if there is no applicable Federal Government contract law, the law of the State of South Carolina shall apply in the determination of such issues.

- C. During the pendency of a dispute, the Contractor shall proceed diligently with performance of all terms of this Order. The Contractor's consent to so proceed shall not restrict or otherwise affect the Contractor's right to contest any claim.

A.10 INSURANCE

A. Professional Liability

The Consultant shall, when directed by SRNS, maintain professional liability insurance insuring against acts of omission and commission by the Consultant in amounts satisfactory to SRNS and issued by insurance carriers approved by SRNS. Upon request, the Consultant shall provide a certificate of insurance to SRNS meeting the requirements of this article.

B. Automobile Liability Insurance

In the event that the Consultant is required to perform work or services on SRNS owned or controlled premises, including but not limited to the Savannah River Site, and in the performance thereof the Consultant uses a Consultant owned, leased or rented automobile, the Consultant shall provide a certificate of insurance to SRNS upon request for automobile liability insurance including bodily injury and property damage with limits of at least \$500,000 per person and \$1,000,000 per accident issued by an insurance carrier satisfactory to SRNS. Nothing in this article shall be construed as requiring the Consultant to provide insurance coverage in excess of the statutory minimum amounts stipulated by the State in which the Consultant's vehicle is registered and insured, when the use of the automobile is solely for transportation to and from the SRNS owned or controlled premises.

Note: All personnel operating motor vehicles at SRS must have a valid driver's license, vehicle

registration and proof of insurance (regardless of state of origin). Anyone not having these documents is subject to being denied access to SRS and, if in violation of a law, being cited for the violation.

A.11 RELEASE OF LIABILITY

The Consultant hereby releases SRNS from any and all liability for damage to property or loss thereof, personal injury or death during the term of the Subcontract (and any extensions thereof) or thereafter, sustained by the Consultant, and any employee, agent or subcontractor employed by the Consultant as a result of performing the services under the Subcontract or arising out of the performance of such services, and the Consultant will indemnify and save SRNS harmless from any and all claims arising from or by reason of such property damage or loss, personal injury or death, except where such damage, loss, injury or death is caused by or results from the sole negligence of SRNS, its agents or employees.

A.12 GENERAL

- A. The Consultant has no authority whatever, expressed or implied, by virtue of the Subcontract to commit SRNS in any way to perform in any manner or to pay money for services or material.
- B. The Subcontract will be void and without any binding effect on SRNS if the Consultant or any Consultant employee utilized in the performance of the Subcontract is a candidate for federal, state or local political office or holds any such office, unless and until it has been approved by the General Counsel of SRNS or his/her designee.
- C. The whole and entire agreement of the parties is set forth in the Subcontract and the schedules executed pursuant thereto (which are hereby incorporated and made a part of the Subcontract as executed) and the parties are not bound by any agreements, understanding or conditions otherwise than as expressly set forth therein or in any schedule incorporated into the Subcontract.
- D. The terms of the Subcontract and of any of the schedule executed pursuant hereto and incorporated herein are to be read and interpreted, if possible, so that there is no conflict between them. To the extent there is such conflict, the terms of the applicable schedule will prevail.
- E. Neither the Subcontract nor any schedule incorporated therein may be changed or modified in any manner except by a writing mutually signed by the parties or their respective successors and permitted assigns.

- F. The Subcontract and all schedules incorporated therein will inure to the benefit of the parties and their respective successors and permitted assigns.
- G. In the event of an inconsistency between provisions of this Order, the inconsistency shall be resolved by giving precedence as follows:
 - (1) Purchase order;
 - (2) These General Provisions;
 - (3) Statement of work; and
 - (4) Other provisions of this Order, whether incorporated by reference or otherwise.
- H. Wherever references are made in this Order to standards or codes in accordance with which the Work under this Order is to be performed, the edition or revision of the standards or codes current on the effective date of this Order shall apply unless otherwise expressly stated in the specifications and drawings. In case of conflict between any reference standards and codes and any Order Document, the latter shall govern.
- I. Subcontractors must have a DUNS number and be registered in the Central Contractor Registration (CCR). The information required for CCR Registration is to be provided on the SIF (Supplier Information Form).

A.13 TAX WITHHOLDING FOR NONRESIDENTS

- A. Withholdings required by section 12-8-550 do not apply to payments on orders for tangible personal property when those payments are not accompanied by services to be performed within the state of South Carolina.
- B. Under Title 12 of the Code of Laws of South Carolina, section 12-8-550, two (2) percent of each and every payment made to Suppliers and Subcontractors who are nonresidents of the State of South Carolina and are conducting a business or performing personal services of a temporary nature carried on within South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where an order or a subcontract exceeds or could reasonably be expected to exceed ten thousand dollars (\$10,000.00) SRNS will withhold as required by law.
- C. Under Title 12 of the Code of Laws of South Carolina, section 12-8-540, seven (7) percent (five (5) percent for corporations) of each and every payment of rentals or royalties to subcontractors who are nonresidents of the State of South Carolina must be withheld and forwarded to the South Carolina Tax Commission in cases where the payments amount to twelve hundred dollars (\$1,200.00) or

more a year. SRNS will withhold as required by law.

- D. The above withholdings will not be made provided the Supplier presents the affidavit of registration with the South Carolina Department of Revenue or the South Carolina Secretary of State's Office, or proof of having posted the appropriate bond with the South Carolina Tax Commission.

A.14 WORKPLACE SUBSTANCE ABUSE PROGRAM

A. Fitness for Duty

- (1) (i) The Consultant shall advise employees and the employees of his lower tier subcontractors and agents that it is the policy of SRNS to prohibit the use, possession, sale and distribution of alcohol, drugs or other controlled substance within the limits of the Savannah River Site (SRS), and/or any off-Site facilities, and to prohibit the presence of individuals who have such substances in the body for non-medical reasons. Any Consultant employee, including Consultant, who is found in violation of the policy may be removed or barred from the site.
- (ii) The Consultant agrees to advise its employees and the employees of lower-tier Subcontracts of the above policy prior to assignment to the Site and to maintain documentation that such advice has been given.
- (2) SRNS will collect urine specimens when Subcontractor employees are processed for badging. SRNS will send these specimens to a consultant for testing and verification. The testing process may take up to five (5) days to obtain results. In the event of "positive" findings, the Subcontractor will be notified and shall bring the individual to the Badge Office for an "Exit Conference". The Subcontractor then agrees to promptly remove such individual from the Savannah River Site and return the badge to the SRNS Subcontractor Badge Office.
- (3) The Consultant agrees to secure the written consent of employees, and to provide consent to release results of urine tests to the designated SRNS representative. SRNS agrees to use such results solely in connection with its decision as to whether to permit a Consultant or Consultant's employee, lower-tier subcontractor employee or agent to access Savannah River

Site property.

- (4) SRNS will also conduct for-cause and random drug and alcohol testing on all employees badged by SRNS. The Consultant agrees to comply with and secure the compliance of employees and employees of lower-tier subcontractors with this testing. In the event of "positive" findings, the Consultant agrees to promptly remove such individual employee(s) from the Savannah River Site and return his or her badge to the SRNS Subcontractor Badging Office.
- (5) A Breath Alcohol Test will be given during the initial badging process and the results will be available immediately. In the event of "positive" findings, the Subcontractor's employee will not be badged, shall be issued a temporary pass, and will be escorted offsite by a Subcontractor's Representative.

B. Suitability for Employment

- (1) Consultant or Consultant's employees, including employees of lower-tier subcontractors, who are to be badged to permit Savannah River Site access, must successfully complete Suitability for Employment process. As part of this process, the Consultant agrees to advise its employees and employees of lower-tier subcontractors that they will be required to complete certain forms, which authorize background investigations. These forms shall be submitted during the badging process. Consultant will also be required these forms.
- (2) Consultant and Consultant's employees will be issued a photo badge and allowed site access on the first reporting day. In the event a Consultant and Consultant's employee subsequently fails to successfully complete the background investigation, the Subcontractor agrees to promptly remove himself or such individual employee(s) from the site and to return the badge to the SRNS Subcontractor Badging Office.
- (3) Consultant agrees to advise employees of the above requirement prior to assignment to the Savannah River Site and to maintain documentation that such advice has been given.

A.15 BADGING REQUIREMENTS

A. Photo Badge

- (1) Employees may be issued a site access photo badge for a period not to exceed one year. To obtain a Photo Badge, Subcontractor employees and any Lower-

tier Subcontractor employees must be processed through SRNS's Subcontract Badging Procedure and are subject to investigation by Governmental authorities. All badges must be returned or accounted for prior to final payment. All employees must be at least 18 years old.

- (2) Subcontractor employees and any Lower-tier Subcontractor employees shall complete Subcontractor Employee Data Sheet and Fingerprint Cards. If a long term badge is required (period greater than six (6) months) the employee will also be required to complete form SF 85, "Questionnaire for Non-Sensitive Positions", and form OF 306, "Declaration for Federal Employment". These forms are required for the Governments use in conducting background investigations per Homeland Security Presidential Directive HSPD-12. Copies of these forms are available on the SRNS Internet Home Page at http://www.srs.gov/general/busiops/PMMD/ARRA_general_provisions.htm
- (3) Subcontractor will observe the following badging procedure for processing employees through employment and security orientation:
 - (i) A minimum of two working days prior to the start of the badging and orientation process, subcontractor shall transmit the following information to the STR (or the End User if an STR is not appointed for this order):
 - Subcontract Number
 - Employee name
 - Employee address
 - Employee Social Security Number
 - Employee Date of Birth
 - (ii) Subcontractor employees shall report to SRS Building 703-46A at SRS Road 1, approximately two miles east of SC Highway 125 in Jackson, SC. Employee shall be given a temporary badge for travel to SRS Central Shops Area for Substance Abuse Program (SAP) Testing. (See Article titled "Workplace Substance Abuse Programs.")
 - (iii) Each employee must successfully pass General Employee Training (GET) prior to undergoing the Photo Badging procedure. See Article titled "General Employee Training and Annual Refresher Training for Subcontract Employees". GET is given on Monday

of each week in the Jackson, SC municipal building, and should be scheduled well in advance of the desired date in order to assure placement.

- (iv) The orientation and badging process will take approximately four (4) hours.
 - (4) The maximum duration that Subcontractor employees will be issued a site access badge is one (1) year. Subcontractor employees requiring a new badge will report to the Badge Office and repeat the badging process.
 - (5) If Work under this Subcontract is to be performed in security areas, all personnel will be required to sign in and out at security gates and are subject to a search of their person and belongings at entrances to or exit from the area.
- B. **Temporary Badge** (typically for visitors and short term personnel).
- (1) Temporary badges are valid for a maximum of 10 calendar days per person in a calendar year. To avoid unnecessary expiration, these badges should be returned to the badge office immediately upon completion of need.
 - (2) Two working days prior to the need date, subcontractor shall transmit the following information to the STR/End User:
 - Subcontract Number
 - Employee name
 - Employee address
 - Employee Social Security Number
 - Employee Date of Birth
 - (3) The Assigned Competent Person (ACP) (Subcontractor or SRNS employee) shall perform Task Analysis of scope to be performed and identify any applicable contractual task specific checklist(s) from the subcontractors accepted Worker Protection Plan or SRNS's Focused Observation Database if a WPP is not required by the terms of this order.
 - (4) ACP shall provide advance copy of any task specific safety checklist(s) to personnel seeking temporary badges.
 - (5) Badge Office provides initial security briefing, issues registration card and obtains acknowledgement signature, issues "maroon" Visitors Badge for duration requested by STR/End User.
 - (6) ACP reviews any applicable checklist(s) and performs focused observations as directed by the STR/End User.

- (7) Upon completion of scope, return badge to Badge Office upon exiting SRS.

C. Identity Verification.

- (1) In order to receive a photo or temporary badge for entry to SRS, supplier/subcontractor employees, except delivery personnel (see subparagraph (2) below), will be required to present two specific forms of identification from the "List of Acceptable Documents" (Department of Homeland Security Form I-9, copy available on the SRNS Internet Home Page at http://www.srs.gov/general/busiops/PMMD/ARRA_general_provisions.htm). At least one of the documents selected from the list must be a valid State or Federal government-issued picture ID. .

- (2) Vendor Delivery Personnel. Unbadged personnel seeking a temporary badge for material/equipment deliveries will be required to present one form of picture identification that will verify their identity, such as a valid state driver's license that includes a photograph. Delivery personnel shall enter the site at the Aiken Barricade located approximately one (1) mile south of SC Highway 278, and will be escorted at all times to the delivery location and back to the entrance barricade by Wackenhut Services, Inc assigned escorts, or by Assigned Competent Persons (SRNS or Subcontractor).

- D. If the Subcontractor or any lower-tier subcontractor should independently suspend or remove an employee from work at the Savannah River Site (SRS) for unsafe acts or behavior, the Subcontractor shall immediately notify the STR/End User, return the employee's badge to the STR/End User, and provide the STR/End User with written notification of the employee's name and reason(s) for such suspension or removal.

A.16 GENERAL EMPLOYEE TRAINING AND ANNUAL REFRESHER TRAINING FOR SUBCONTRACT EMPLOYEES

The following terms are applicable if performance of this Order will require the Supplier/Subcontractor's employee(s) to perform work on SRS premises for more than ten (10) working days.

A. General Employee Training (GET)

- (1) The Subcontractor shall inform his employees and the employees of his lower tier subcontractors and agents that it is the

policy of Savannah River Nuclear Solutions to adhere to the requirements contained in the DOE Order entitled "Personnel Selection, Qualification and Training Requirements," which requires any individual, employed either full or part-time at any DOE reactor or non-reactor facility to receive selected general training.

(2) Successful Completion Required

Said employees, referred to in the remainder of this document as "individual", must successfully complete the training known as "General Employee Training" (GET) as offered by the SRS. The GET sessions are given by a Savannah River Site authorized GET instructor. There are three categories of GET.

- (i) Category 1 consists of viewing a video that lasts for one hour. This category is limited to delivery personnel, visitors, and other temporary personnel that require badged access to the general site and property protection areas and are typically on site greater than 10 days, but not consecutively, in a calendar year.

- (ii) Category 2 consists of viewing a video and a written examination, and lasts for approximately two hours. This category would apply to visitors or other temporary personnel that require badged access to the general site and property protection areas and are on site greater than 10 days consecutively in a calendar year, and additional training is not required as determined by SRNS.

- (iii) Category 3 consists of eight hours of training and includes instructor lecture along with audio and visual aids and a written examination. This category applies to individuals who require badged access to the general site, property protection areas, or security controlled areas and additional training is required, as determined by SRNS.

(3) Successful Completion Defined: Successful completion occurs when the individual

- (i) Is scheduled for GET,
(ii) Attends the GET session,
(iii) Obtains a test score of 70% or greater on the written examination, if required, (100% is the highest obtainable score), and
(iv) Properly completes all documents (rosters, exam answer sheet, etc.).

(4) Unsuccessful Completion Defined: If the individual fails to successfully complete GET, the individual is given a failure notice and is to notify the Subcontract Technical Representative (STR) for rescheduling for remedial training or for a re-test. The individual will be allowed several chances to successfully complete the GET. Continued failure to successfully complete GET will result in resolution by the STR.

(5) Scheduling for GET
The STR shall direct the individual to the appropriate training center to attend the GET session. GET training is scheduled subject to demand.

(6) Records
GET records will be maintained by SRNS.

B. Annual Refresher Training

Refresher Training is required after an individual's initial successful completion of all categories of GET, regardless of the individual's present employer. Category 1 and Category 2 GET training must be repeated annually. For Category 3, successful completion of Consolidated Annual Training (CAT) is required. The subcontractor is responsible for scheduling its employees for this training. The STR may be contacted for assistance.

A.17 SECURITY EDUCATION REQUIREMENTS FOR SUBCONTRACTORS

The following items are applicable if performance of the Subcontract will require the Subcontractor/Subcontractor's employee(s) to receive a security badge.

A. Subcontractor Security Education Coordinator

(1) If this Order will require a force of more than thirty (30) subcontract employees receive a badge, then the Subcontractor shall provide to the SRNS Security Education Office, the name of representative appointed to administer Security Education Program. This representative shall be referred to as the Subcontractor Security Education Coordinator (SSEC).

(2) If the Subcontract will require that less than thirty (30) subcontract employees receive a badge, then the SRNS Subcontract Technical Representative (STR) will perform the activities discussed in this Supplement.

B. Company Roster

The SSEC will be responsible for providing the STR with a roster of all subcontract personnel receiving a badge. At a minimum the data shall

include name, social security number, work telephone number, clearance level and place where work is generally performed. This list shall be kept current and updated every sixty (60) days.

C. Initial Briefing

The SSEC will ensure that all subcontract personnel, regardless of clearance level, receive an Initial Security Briefing. This briefing is shown during General Employee Training. This briefing consists of a videotape shown during GET, or at the time of badging for those individuals not required to attend GET.

D. Comprehensive Briefing

If subcontract personnel have a clearance at the inception of this Order, or receive a clearance at any time during the course of the Order, the SSEC/STR will ensure that those subcontract employees receive a Comprehensive Briefing from SRNS.

E. Annual Refresher Briefing

The SSEC/STR shall ensure that all subcontract employees receive, at least once in a twelve (12) month period, an Annual Security Refresher briefing from SRNS. This briefing is provided during GET Refresher Training.

F. Foreign Travel Briefing

If a subcontract employee plans a trip to a sensitive country, whether on official business or for pleasure, the SSEC/STR is responsible for ensuring that the individual receives a Foreign Travel Briefing from SRNS before departing and a Debriefing upon return. The OPSEC Officer is responsible for these Briefings.

G. Badge Retrieval at Termination

The Consultant is responsible for ensuring that badges are returned or accounted for when a subcontract employee terminates employment or when an Order is completed. The employee must report to Employment Processing Center, for proper completion of out-processing and badge return. This effort should be coordinated with the SRNS STR.

H. Termination Briefing

When a subcontract employee terminates employment or is reassigned, the SSEC/STR will ensure that a Termination Briefing by SRNS is given and the appropriate forms are executed. Briefing materials and appropriate forms are provided by SRNS.

A.18 UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)

In the performance of this order, the Supplier is responsible for complying with the following

requirements and for flowing down all requirements to lower-tier suppliers.

- A. The Supplier ensures that access to UCNI is provided to only those individuals authorized for routing or special access (see DOE O 471. 1B. Supplier may provide access to material or data containing Unclassified Controlled Nuclear Information (UCNI) utilized in the performance of this Order only to employees who are citizens of the United States.
- B. The Supplier ensures that matter identified as UCNI is protected in accordance with the instructions contained in DOE O 471. 1B. Any material or data containing UCNI which is stored on computer systems must be protected, and the protective measures and/or policies must be specified in a Computer Protection Plan approved by the SRNS Computer Security organization. Adherence to the Plan is required during the performance of this Order.
- C. Material or data containing UCNI shall be disposed of in a manner as described in DOE O 471. 1B. At a minimum, UCNI matter must be destroyed by using strip cut shredders that result in particles of no more than 1/4-inch wide strips. Documents containing UCNI may also be disposed of in the same manner that is authorized for Supplier disposition of other classified material or data. If the above disposal methods are not available to the Supplier, the Supplier may return the UCNI matter to the STR for disposition, with the prior approval of the STR.
- D. The supplier shall report to the SRNS Security Office or the SRNS Purchasing Representative any incidents involving the unauthorized disclosure of UCNI.
- E. If performance of work under this order results in the generation of unclassified documents that contain UCNI, the Supplier shall have a sufficient number of trained UCNI review personnel to ensure the prompt and proper review of generated material or data to provide for the identification, marking, and proper handling of material or data determined to contain UCNI. The suppliers Reviewing Officials shall apply or authorize the application of UCNI markings to any unclassified matter that contains UCNI in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part C.
- F. If the supplier has a formally designated Classification Officer, the Classification Officer-
 - (1) Serves as a Reviewing Official for information under his/her cognizance;
 - (2) Trains and designates other Reviewing Officials in his/her organization, subordinate

organizations, and lower-tier suppliers and maintains a current list of all Reviewing Officials; and

- (3) May overrule UCNI determinations made by Reviewing Officials under his/her cognizance.
- G. If the supplier has no formally designated Classification Officer, the supplier submits a request for the designation of Reviewing Officials to the local Federal Classification Officer in accordance with the instructions contained in DOE M 471.1-1, Chapter I, Part B.

A.19 LIMITATION OF FUNDS

NOTE: This article is applicable only if the Subcontract is partially funded.

- A. Of the total price of the Subcontract, the sum of \$_____ is presently available for payment and allotted to the Subcontract. It is anticipated that additional funds will be allocated to the Agreement in accordance with the following schedule until the total price of the Subcontract is funded:
- B. The Consultant agrees to perform or have performed work on the Subcontract up to the point at which, if the Subcontract is terminated pursuant to the Termination For Convenience of SRNS article of the Subcontract, the total amount payable by SRNS (including amounts payable for subcontracts and settlement costs) pursuant to the Termination For Convenience of SRNS article would, in the exercise of reasonable judgment by the Consultant, approximate the total amount at the time allotted to the Subcontract. The Consultant is not obligated to continue performance of the work beyond that point. SRNS is not obligated in any event to pay or reimburse the Consultant more than the amount from time to time allotted to the Agreement, anything to the contrary in the Termination For Convenience of SRNS article notwithstanding.
- C.
 - (1) It is contemplated that funds presently allotted to the Subcontract will cover the work to be performed until_____.
 - (2) If funds allotted are considered by the Consultant to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Consultant shall notify SRNS in writing when within the next 60 days the work will reach a point at which, if the Subcontract is terminated pursuant to the Termination For Convenience of SRNS article of the Subcontract, the total amount payable by SRNS (including amounts payable for

subcontracts and settlement costs) pursuant to the Termination For Convenience of SRNS article will approximate 75 percent of the total amount then allotted to the Subcontract.

- (3) (i) The notice shall state the estimated date when the point referred to in subparagraph C.(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it.
 - (ii) The Consultant shall, sixty days in advance of the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it, advise SRNS in writing as to the estimated amount of additional funds required for the timely performance of the Subcontract for a further period as may be specified in the Subcontract or otherwise agreed to by the parties.
 - (4) If, after the notification referred to in subdivision C.(3)(ii) of this clause, additional funds are not allotted by the date specified in subparagraph C.(1) of this clause, or an agreed date substituted for it, SRNS shall, upon the Consultant's written request, terminate the Subcontract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination For Convenience of SRNS article.
- D. When additional funds are allotted from time to time for continued performance of the work under the Subcontract, the parties shall agree on the applicable period of Subcontract performance to be covered by these funds. The provisions of paragraphs B and C of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the Subcontract shall be modified accordingly.
 - E. If, solely by reason of SRNS's failure to allot additional funds in amounts sufficient for the timely performance of the Subcontract, the Consultant incurs additional costs or is delayed in the performance of the work under the Subcontract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the work to be performed.
 - F. SRNS may at any time before termination, and, with the consent of the Consultant, after notice of termination, allot additional funds for the

Subcontract.

- G. The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of SRNS under the default article of the Subcontract. This clause shall become inoperative upon the allotment of funds for the total price of the work under the Subcontract except for rights and obligations then existing under this clause.
- H. Nothing in this clause shall affect the right of SRNS to terminate the Subcontract pursuant to the Termination For Convenience of SRNS article of the Subcontract.

A.20 RIGHT OF FIRST REFUSAL OF EMPLOYMENT

The scope of work described herein as currently being performed by Buyer (SRNS/BSRI) employees and award of an order may displace these workers. Consistent with section 3161 of the National Defense Authorization Act (PL 102-484), if the Consultant needs to hire additional employees beyond those already part of its existing work force as of the date of this Subcontract in order to satisfy the performance requirements set forth by the scope of work in this Subcontract, the Consultant must first consider the employment of qualified displaced DOE contractor employees who meet the 3161 Job Attachment Test prior to using other avenues to fill that employment need. At the time of award of the Subcontract, the Buyer shall make available to the Consultant a list of displaced employees with sufficient information to allow for contact. This requirement shall be included in the resultant Subcontract and be in effect from the date of award of the Subcontract.

A.21 COPYRIGHTS FOR SRNS DIRECTED TECHNICAL PERFORMANCE

This Article applies only if specifically so stated in this Subcontract.

Consultant shall cause its employee(s) to assign to SRNS all rights under the copyright in all works of authorship prepared at the direction of SRNS during the term of this Subcontract. Consultant shall include terms in its arrangements with its employee(s) to require such assignments to SRNS. To the extent that such works of authorship are considered to be works made for hire for Consultant, Consultant agrees to assign and does hereby assign all of its rights under the copyrights in such works to SRNS or the U. S. Government.

A.22 SECURITY REQUIREMENTS

(Applicable if under the terms of this subcontract Consultant will be required to possess an access authorization (L or Q Security Clearance)

A. Responsibility

It is the Consultant's duty to safeguard all classified information, special nuclear material, and other DOE/SRNS property in their possession. The Consultant shall, in accordance with DOE/SRNS security and counterintelligence regulations and requirements, be responsible for safeguarding all classified, unclassified sensitive and proprietary information and protecting against sabotage, espionage, loss and theft of the classified, unclassified sensitive and proprietary matter in the Consultant's possession in connection with the performance of work under this Subcontract. Except as otherwise expressly provided in this Subcontract, the Consultant shall, upon completion or termination of this Subcontract, transmit to SRNS any classified, unclassified sensitive, and proprietary matter in the possession of the Consultant or any person under the Consultant's control in connection with performance of this Subcontract. If retention by the Consultant of any classified, unclassified sensitive, and proprietary matter in the Consultant's possession is required after the completion or termination of the Subcontract and such retention is approved by the SRNS Purchasing Representative, the Consultant shall complete a certificate of possession to be furnished to SRNS specifying the classified, unclassified sensitive, and proprietary matter in the Consultant's possession are to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter, and the period of retention, if known. If the retention is approved by the SRNS Purchasing Representative, the security provisions of this Subcontract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of this Subcontract.

B. Regulations

The Consultant agrees to comply with all security and counterintelligence regulations and requirements of DOE/SRNS in effect on the date of award of this order.

C. Definition of Classified Information

The term "Classified Information" means Restricted Data, Formerly Restricted Data, or National Security Information.

D. Definition of Restricted Data

The term "Restricted Data" means all data concerning:

- (1) design, manufacture, or utilization of atomic weapons;
- (2) the production of special nuclear material; or
- (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

E. Definition of Formerly Restricted Data

The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142d. of the Atomic Energy Act of 1954, as amended.

F. Definition of National Security Information

The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Executive Orders to require protection against unauthorized disclosure, and which is so designated.

G. Definition of Special Nuclear Material (SNM)

SNM means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

H. Security Clearance of Personnel

The Consultant shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and DOE/SRNS regulations or requirements applicable to the particular level and category of classified information to which access is required.

I. Criminal Liability

It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Consultant or any person under the Consultant's control in connection with work under this Subcontract, may subject the Consultant, its agents, employees, or Subcontractors to criminal liability under the laws of the United States. (See the Atomic

Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12356).

J. Subcontracts and Purchase Orders

Except as otherwise authorized in writing by the SRNS Purchasing Representative, the Consultant shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this Subcontract if employees under those orders or Subcontracts will need access authorizations for access to classified information or special nuclear material.

A.23 CONSULTANT'S LIABILITY FOR FINES AND PENALTIES

- A. Consultant is liable to SRNS for fines and penalties assessed by any governmental entity against SRNS or DOE as a result of Consultant's failure to perform its work under the Subcontract in compliance with the requirements of the Subcontract.
- B. Consultant shall indemnify, defend and hold harmless SRNS and DOE from and against any and all claims, demands, actions, causes of action, suits, damages, expenses, including attorney's fees, and liabilities whatsoever resulting from or arising in any manner on account of the assessment of said fines and penalties against SRNS or DOE.

A.24 FOREIGN NATIONALS

As used in this Article, the term "Foreign National" is defined to be a person who was born outside the jurisdiction of the United States, is a citizen of a foreign government and has not been naturalized under U.S. law.

- A. The Subcontractor shall obtain the approval of SRNS, in writing, prior to any visit to a DOE or SRNS facility by any Foreign National in connection with work being performed under this Order, in accordance with the requirements of DOE Order 142.3, Unclassified Foreign Visits and Assignments Program. Visits are normally for the purpose of technical discussions, orientation, observation of projects or equipment, training, subcontract service work, including delivery of materials, or for courtesy purposes. The term "visit" also includes officially-sponsored attendance at a DOE or SRNS event off-site from the DOE/SRNS facility, but does not include off-site events and activities open to the general public. Subcontractors should be aware that required forms and documents necessary for approval of visits by Foreign Nationals should be submitted to the SRNS Purchasing Representative at least

four (4) to six (6) weeks prior to the visit, depending on the nationality of the individual and the areas to be visited. Forms can be obtained from the SRNS Purchasing Representative.

- B. In addition, the Subcontractor shall obtain the approval of the SRNS Purchasing Representative, in writing, prior to the employment of, or participation by, any Foreign National in the performance of work under this Subcontract or any lower tier Subcontract at off-site locations. Such approvals will be processed in accordance with the requirements of DOE Order 142.3
- C. In the performance of off-site work, Foreign Nationals only incidentally involved with a SRNS Subcontract, and who have no knowledge that their activities are associated with SRNS Subcontract work, are exempt from the above.

A.25 PAYMENT BY ELECTRONIC FUNDS TRANSFER

A. Methods of Payment.

- (1) All payments by SRNS under this Subcontract shall be made by Electronic Funds Transfer (EFT) except as provided in paragraph A.2 of this Article. As used in this Article, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event SRNS is unable to release one or more payments by EFT, Consultant agrees to either:
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request SRNS to extend payment due dates until such time as SRNS makes payment by EFT.

B. Mandatory Submission of Consultant's EFT Information.

Consultant is required to provide SRNS with the information required to make payment by EFT. Consultant shall provide this information directly to the office designated in this Subcontract, on forms provided by SRNS, no later than 15 days after award. If not otherwise specified in this Subcontract, the payment office is the designated office for receipt of Consultant's EFT information. In the event that the EFT information changes, Consultant shall be responsible for providing the updated information to the designated office.

C. Mechanisms for EFT Payment.

SRNS may make payment by EFT through either the Automated Clearing House (ACH) network,

subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System.

D. Suspension of Payment.

- (1) SRNS is not required to make any payment under this Subcontract until after receipt, by the designated office, of the correct EFT payment information from Consultant. Until receipt of the correct EFT information, any invoice or subcontract financing request shall be deemed not to be a proper invoice for the purpose of payment under this Subcontract.
- (2) If the EFT information changes after submission of correct EFT information, SRNS shall begin using the changed EFT information no later than 30 days after its receipt by the designated office. However, Consultant may request that no further payments be made until the updated EFT information is implemented by the payment office.

E. Payment Information.

On the day payment on Consultant's invoice is due, SRNS will issue instructions to its bank to transfer payment to Consultant, and will also send a FAX to Consultant explaining the details to support the payment.

F. Liability for Uncompleted or Erroneous Transfers.

- (1) If an uncompleted or erroneous transfer occurs because SRNS used the Consultant's EFT information incorrectly, SRNS remains responsible for --
 - (i) Making a correct payment; and
 - (ii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because Consultant's EFT information was incorrect, or was revised within 30 days of SRNS release of the EFT payment transaction instructions to the bank, and --
 - (i) If the funds are no longer under the control of the payment office, SRNS is deemed to have made payment and the Consultant is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, SRNS shall not make payment and the provisions of paragraph D shall apply.

G. Overpayments. If Consultant becomes aware of a duplicate invoice payment or that SRNS has otherwise overpaid on an invoice payment, the Consultant shall immediately notify SRNS and

request instructions for disposition of the overpayment.

A.26 JOINT INTELLECTUAL PROPERTY RIGHTS

- A. "Joint Intellectual Property Rights" shall mean any work under the subcontract, which:
- (1) Results from the involvement of at least one employee/participant from each of SRNS and the Subcontractor; and
 - (2) The subject matter of which is capable of protection under domestic or foreign law, including but not limited to, patents, copyrights, trademarks, or mask works.
- B. As to Joint Intellectual Property Rights, in which SRNS has a joint ownership interest, the Subcontractor agrees to negotiate in good faith with SRNS a Memorandum of Agreement to resolve issues of participation in protection and commercialization.

A.27 SCIENTIFIC AND TECHNICAL INFORMATION

- A. Electronic submissions of technical reports will consist of two virus-free copies that are readable in the following formats:
- (1) Text will be submitted in native software (that is compatible with the suite of document creation software currently used at SRS) (fonts identified) or in RTF (rich text format).
 - (2) Embedded objects and files that are linked to a document must be supplied as well, as follows:
 - (i) Raster images (for example, photographs) will be submitted as TIFF or EPS @ resolution>100 dpi.
 - (ii) Vector art (for example, line art) will be submitted as EPS images.
 - (iii) Data-driven displays (e.g., spreadsheet charts) must be accompanied by data set used to generate them.

A.28 COMPLIANCE

- A. Consultant shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations, including new provisions of 10 CFR 851 relating to Health and Safety. Compliance shall be a material requirement of this Subcontract. Except as otherwise directed by SRNS, Consultant shall procure without additional expense to SRNS, all necessary permits or licenses.

B. Supplier - Staff Augmentation Services
(Paragraphs B – H applies to Staff Augmentation)

Services)

Suppliers shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations, including provisions of 10 CFR 851. Compliance shall be a material requirement of this Agreement/Subcontract. Except as otherwise directed by SRNS, Supplier shall procure without additional expense to SRNS, all necessary permits or licenses. DEAR Clause

970.5223-1 Integration of Environment, Safety, and Health into Work Planning and Execution (DEC 2000) is incorporated into the subcontract by reference. Compliance by Supplier to SRNS's Worker Safety and Health Program (WSHP) [as implemented by Integrated Safety Management System (ISMS)] shall satisfy the requirements of this DEAR clause and 10 CFR 851.

- C. The Supplier employees shall take all reasonable precautions in the performance of work under this subcontract to protect the environment, safety and health of themselves, site employees and members of the public. SRNS procedures provide authority to call a time-out/stop work when unsafe conditions are observed and/or employee actions are likely to cause injury to themselves, other personnel, or cause damage to SRS property or the environment. Supplier shall ensure that its employees are aware of this authority and understand they have the same authority as SRNS employees to call a timeout/ stop work while working at SRS. SRNS purchasing representative shall notify the Supplier in writing of any noncompliance with the provisions of this article and corrective action to be taken.
- D. Upon assignment, SRNS will be responsible to provide Staff Augmentation employee's with a medical evaluation. In addition, SRNS will be responsible for an exit medical evaluation, when required, on employees with known occupational illnesses or injuries and/or documented or presumed exposure and when required by OSHA regulations. All diagnostic /monitoring exams and return to work (after an absence of 24 work hours) exams are to be provided through the Supplier.

- E. Medical results will be provided to the staff augmentation employees.
- F. The on-site Medical Surveillance program will be provided by SRNS Medical based on the work scope hazards. The Supplier's corporate occupational medicine program must be in compliance with all other 10 CFR 851 requirements.
- G. Site Reporting Requirements
The Supplier (staff augmentation) personnel shall immediately notify the STR or the SRNS Procurement Representative of any event or condition that may require reporting to DOE. Further, the Supplier shall cooperate with any SRNS or DOE critique, analysis, or investigation and complete necessary reports for such events/conditions. Events/conditions that require reporting to DOE are defined in DOE Manual 231.1-2 and can include, but not limited to:
- (1) Operational emergencies,
 - (2) Occupational injury or illness (including exposures to hazardous substances in excess of allowable limits) and near misses,
 - (3) Any on-the-job injury where an Supplieremployee is taken offsite for something other than observation. The notification requirement applies to any person who goes offsite for prompt medical treatment of any type. The mode of transportation (ambulance, personal vehicle, etc.) is not pertinent - any offsite transfers must be reported immediately,
 - (4) Any violation of Lockout/Tagout controls where there are no credible barriers left between the worker, and the energy source regardless of whether or not there was an injury,
 - (5) Fires/explosions,
 - (6) Hazardous energy control failures,
 - (7) Operations shutdown directed by management for safety reasons,
 - (8) Environmental release of radioactive materials, hazardous substances, regulated pollutants, oil spills, etc.,

- (9) Violation of Federal Motor Carrier Safety Regulations or Hazardous Material Regulations,
- (10) Loss damage, theft, or destruction to government property (including damage to ecological resources like wetlands, critical habitats, historical/archeological sites, etc.),
- (11) Spread of radioactive contamination or loss of control of radioactive materials,
- (12) Personnel radioactive contamination's or exposures, and
- (13) Violations of procedures.

H. Immediate notification is required of such events to ensure SRNS meets its commitment for 30 minute notification to appropriate DOE authorities. The Supplier employee shall preserve conditions surrounding or associated with the event for continued investigation unless such actions interfere with establishing a safe condition. The Supplier's employees shall not conceal nor destroy any information concerning noncompliance or potential noncompliance with the environment, safety and health requirements of this subcontract.

A.29 ACCESS TO DOE-OWNED OR LEASED FACILITIES

(Article applies if Consultant will require physical access to DOE-owned or leased facilities)

- A. The performance of this Subcontract requires that the Consultant have physical access to DOE-owned or leased facilities. The Consultant understands and agrees that DOE has a prescribed process with which the Consultant and its employees must comply in order to receive a security badge that allows such physical access. The Consultant shall propose employees whose background offers the best prospect of obtaining a security badge approval for access. This clause does not control requirements for Consultant or an employee obtaining a security clearance.
- B. The Consultant shall assure:
 - (1) Compliance with procedures established by DOE and SRNS in providing any forms directed by DOE or SRNS;
 - (2) Proper completion of any forms;
 - (3) Submission of the forms to the person designated by the SRNS Procurement Representative;

- (4) Cooperation with DOE and SRNS officials responsible for granting access to DOE-owned or leased facilities; and
- (5) The provision of additional information requested by those DOE/SRNS officials.
- C. The Consultant understands and agrees that DOE may unilaterally deny the issuance of a security badge to the Consultant or an employee and that the denial remains effective unless DOE subsequently determines that access may be granted. Upon notice from DOE or SRNS that an employee's application for a security badge is or will be denied, the Consultant shall promptly identify and submit the appropriate forms for the substitute employee, if needed in the performance of the work under this subcontract. The denial of a security badge to the Consultant or individual employees by DOE shall not be cause for extension of the period of performance of this Subcontract or any Consultant claim against DOE or SRNS.
- D. The Consultant shall return to the SRNS Procurement Representative, or designee, the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Consultant's employee(s) upon:
 - (1) Termination of this Subcontract;
 - (2) Expiration of this Subcontract;
 - (3) Termination of employment on this Subcontract by an individual employee; or
 - (4) Demand by DOE/SRNS for return of the badge
- E. The Consultant shall include this clause, including this paragraph E. in any lower-tier Purchase Order or Subcontract, awarded in the performance of this Subcontract, in which an employee(s) of the lower-tier Subcontractor will require physical access to DOE-owned or leased facilities

A.30 SUPPLEMENTAL DEFINITIONS FOR FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE

- A. "Contract" means this Subcontract or Purchase Order (except in instances when it is not applicable or appropriate), and includes changes and modifications to this Subcontract.
- B. "Contractor" means the party to whom this Subcontract or Purchase Order is awarded (except in instances when it is not applicable or appropriate).
- C. "Government" means SRNS (except in instances when it is not applicable or appropriate).
- D. "Contracting Officer" means the Procurement Representative of SRNS.

- E. "Lower-Tier Subcontractor" means any party entering into an agreement with the Subcontractor or any lower-tier Subcontractor for the furnishing of supplies or services required for performance of this Subcontract.

This Subcontract or Purchase Order incorporates the Clauses identified below by reference, with the same force and effect as if they were given in full text. Upon request, SRNS will make their full text available.

***A.31 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)**

DEAR 952.250-70

***A.32 RIGHTS IN DATA – GENERAL (JUN 1987)**

FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

***A.33 RIGHTS IN DATA - ALTERNATE II (JUN 1987)**

FAR 52.227-14, as modified pursuant to DEAR 927.409(a) (1)

***A.34 ADDITIONAL DATA REQUIREMENTS (JUN 1987)**

FAR 52.227-16

***A.35 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (FEB 1995)**

DEAR 952,227-11

***A.36 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)**

DEAR 952.209-72

NOTE: (This Article is applicable only if for Advisory & Assistance Services and the amount of the Subcontract Exceeds \$100,000.)

***A.37 CONVICT LABOR (AUG 1996)**

FAR 52.222-3

***A.38 PREFERENCE FOR U.S. - FLAG AIR CARRIERS (APR 1984)**

FAR 52.247-63

Note: Applies if the amount of the Subcontract exceeds \$25,000.

***A.39 PROTECTION OF GOVERNMENT'S INTEREST IN SUBCONTRACTING (JUL 1995)**

FAR 52.209-6

***A.40 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)**

FAR 52.203-12

NOTE: (Applies if the amount of the Subcontract exceeds \$100,000)

***A.41 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**

NOTE: This Article applies only with respect to work to be performed on-Site.

DEAR 952.203-70

***A.42 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)**

FAR 52.225-13

***A.43 ACCOUNTS, RECORDS AND INSPECTIONS (DEC 2000)**

DEAR 970.5232-3

***A.44 CLASSIFICATION/DECLASSIFICATION (SEP 1997)**

DEAR 952.204-70

NOTE: Applies if the Subcontract involves access to classified matter.

***A.45 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)**

DEAR 970.5227-5

Note: Applies if the amount of the Subcontract exceeds \$100,000.

***A.46 AUTHORIZATION AND CONSENT (JUL 1995)**

FAR 52.227-1

Note: Applies if the amount of the Subcontract exceeds \$100,000.

***A.47 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (NOV 2006)**

FAR 52.204-9

Note: Applies if Consultant requires routine access to a Federally controlled facility and/or routine access to a Federally-controlled information system.

A.48 WAIVER OF BENEFITS
(STAFF AUGMENTATION SUBCONTRACTS ONLY)

Prior to performance, the Supplier/subcontractor shall obtain from each subcontractor employee and submit to SRNS a signed acknowledgement and waiver of any SRNS salary and benefits programs in a form satisfactory to SRNS, whereby the subcontractor employee agrees and understands that (s)he is an employee of the Supplier/ Subcontractor, and not of Savannah River Nuclear Solutions (SRNS) or the United States Department of Energy, that the employee will receive all compensation (salary and benefits) from Supplier/Subcontractor and will not be eligible for any salary or benefits programs provided by SRNS , including but not limited to base salary, health and welfare plans, pension plans, and 401(k) investment savings programs.

A.49 RESERVED

A.50 SUBCONTRACTING

- A. When the use of a Subtier Supplier(s) is deemed necessary, the Prime Supplier is responsible to flow down those Technical and Quality requirements deemed applicable for the activities within its defined scope of work, in accordance with referenced Codes/Standards/Material Specifications, or other requirements identified within the procurement documents included with this Purchase Order/Subcontract package. The Prime Supplier is furthermore responsible to flow down all commercial Terms and Conditions, including articles incorporated by reference, to all Subtier suppliers, which includes verification that the Subtier Supplier has been appropriately qualified to perform the activities required to satisfy this procurement. The Prime Supplier must maintain objective evidence of the successful flow down of the referenced requirements and provide such evidence to SRNS upon request. This flow down is also required at all levels if the Subtier Supplier to the Prime Supplier deems it necessary to further subcontract its parts of this SRNS contract.
- B. When NQA-1 is invoked as the governing quality standard, the Prime Supplier and applicable Subtier Supplier(s) shall be required to meet the Part 1 Requirements (Sections 100 through 900, as deemed applicable) in the Procurement document. NQA-1 Part II will be invoked at the discretion of SRNS and will be detailed via the procurement documents, and if invoked, must be flowed down from the Prime

Supplier to its applicable Subtier Supplier(s) at all levels. If the Prime Supplier or its Subtier Supplier(s) intends to upgrade materials by way of a Commercial Grade Dedication Process, SRNS must be notified of this intent and the Supplier's process verified and approved prior to dedicating any material associated with an SRNS procurement.

- C. The SRNS Buyer is to be notified in writing, within five working days of any changes within your company as identified below:
- (1) Key quality personnel to include as a minimum:
 - (i) Quality Assurance/Quality Control Manager
 - (ii) Assistant Quality Assurance/Quality Control Manager
 - (iii) Other critical Quality Assurance/ Quality Control personnel
 - (2) Quality Assurance Program Revisions
 - (3) Company ownership transfers/buy-outs, and
 - (4) All identified Nonconformance or Corrective Action Reports associated with SRNS contracts including those issued concerning Subtier Suppliers.

A.51 CHANGES

The Company reserves the right to make changes within the general scope of this Agreement/Subcontract by issuance of a unilateral change order, or by a bilateral modification to this Agreement/Subcontract. Such changes may include, without limitation, changes in (1) the description of the items; (2) the quantities of items ordered; (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection, or acceptance. The Seller shall promptly comply with any such change made by the Company. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements and other affected provisions of the Agreement/Subcontract shall be made by the parties in a bilateral modification to this Agreement/Subcontract.

A.52 SECURITY (JUN 2009)

DEAR 952.204-2 SECURITY.

NOTE: *As prescribed in 904.404(d)(1), the following clause shall be included in subcontracts entered into under section 31 (research assistance, 42 U.S.C. 2051), or section 41 (ownership and operation of production facilities, 42 U.S.C. 2061) of the Atomic Energy Act of 1954, and in other subcontracts which involve or are likely to involve classified information or special nuclear material.*

(a) **Responsibility.** It is the Subcontractor's duty to protect all classified information, special nuclear material, and other DOE property. The Subcontractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Subcontractor's possession in connection with the performance of work under this subcontract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this subcontract, the Subcontractor shall, upon completion or termination of this subcontract, transmit to DOE any classified matter or special nuclear material in the possession of the Subcontractor or any person under the Subcontractor's control in connection with performance of this subcontract. If retention by the Subcontractor of any classified matter is required after the completion or termination of the subcontract, the Subcontractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the DOE Contracting Officer, the security provisions of the subcontract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the subcontract.

(b) **Regulations.** The Subcontractor agrees to comply with all security regulations and subcontract requirements of DOE in effect on the date of award.

(c) **Definition of Classified Information.** The term *Classified Information* means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, *Classified National Security Information*, as amended, or prior executive orders, which is identified as *National Security Information*.

(d) **Definition of Restricted Data.** The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) **Definition of Formerly Restricted Data.** The term *Formerly Restricted Data* means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information: (1) relates primarily to the military

utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) **Definition of National Security Information.** The term *"National Security Information"* means information that has been determined, pursuant to Executive Order 12958, *Classified National Security Information*, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) **Definition of Special Nuclear Material.** The term *"special nuclear material"* means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) **Access authorizations of personnel.** (1) The Subcontractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and subcontract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Subcontractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, (SRNS will provide), prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must: verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Subcontractor is located; and conduct a credit check and other checks as appropriate.

(ii) Subcontractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal

background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Subcontractor must comply with all applicable laws, regulations, and Executive Orders, including those: (a) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug (SRNS will provide), as defined in 10 CFR Part 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR Part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Subcontractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Subcontractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization:

- A. The date(s) each Review was conducted;
- B. Each entity that provided information concerning the individual;
- C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and

privacy of an individual's information collected during the review;

D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Subcontractor's personnel policies; and

E. The results of the test for illegal drugs (SRNS will provide).

(i) **Criminal liability.** It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Subcontractor or any person under the Subcontractor's control in connection with work under this subcontract, may subject the Subcontractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(j) **Foreign Ownership, Control, or Influence.** (1) The Subcontractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Subcontractor which would affect any answer to the questions presented in the Standard Form (SF) 328, *Certificate Pertaining to Foreign Interests*, executed prior to award of this subcontract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting.

(2) If a Subcontractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Subcontractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Subcontractor is, or is potentially, subject to foreign ownership, control, or influence, the Subcontractor shall comply with such instructions as the DOE Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The DOE Contracting Officer may terminate this subcontract for default either if the subcontractor fails to meet obligations imposed by this clause or if the Subcontractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The DOE Contracting

Officer may terminate this subcontract for convenience if the Subcontractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the subcontract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) **Employment announcements.** When placing announcements seeking applicants for positions requiring access authorizations, the Subcontractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) Flow down to any subcontractor at any tier. The Subcontractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its subcontract that will require any Subcontractor (at any tier) employees to possess access authorizations. Additionally, the Subcontractor at any tier must require such Subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, *Certificate Pertaining to Foreign Interests*, as required in DEAR 952.204-73 and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a Subcontractor (at any tier), pursuant to this clause may be submitted directly to the DOE Contracting Officer.

(End of Clause)

[49 FR 12042, Mar. 28, 1984; 49 FR 38951, Oct. 2, 1984, as amended at 52 FR 38425, Oct. 16, 1987; 62 FR 2310, Jan. 16, 1997; 62 FR 42072, Aug. 5, 1997; 67 FR 14873, Mar. 28, 2002, 74 FR23120, May 18, 2009]

A.53 INSPECTION, QUALITY SURVEILLANCE, REJECTION OF MATERIALS AND WORKMANSHIP

The site has determined that thoriated tungsten electrodes will no longer be used in the manual gas tungsten arc welding (GTAW) process at SRS. This applies to the manual GTAW process only. For automatic GTAW the use of thoriated tungsten is

allowed due to the dedicated grinding area and control of the process.

SECTION B

B.1 AMERICAN RECOVERY and REINVESTMENT ACT of 2009, Pub.L. 111-5, (Recovery Act or Act)

The following terms are applicable if performance of this Order will require the Supplier/Subcontractor's employee(s) to perform work under the American Recovery and Reinvestment Act of 2009, Pub. L. 111- 5, (Recovery Act or Act.)

A. Definitions

- A. "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.
- B. "Non-Federal Employer" means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

B. Segregation and Payment of Costs

Subcontractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act

shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

C. Prohibition on Use of Funds

None of the funds provided under this subcontract derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by subcontractors and sub-tier subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

E. Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

Subcontractors must have a DUNS number and be registered in the Central Contractor Registration (CCR). The information required for CCR Registration is to be provided on the SIF (Supplier Information Form).

G. Utilization of Small Business

Subcontractor shall to the maximum extent practicable give a preference to small business in the award of sub-tier subcontracts for projects funded by Recovery Act dollars.

H. American Recovery and Reinvestment Act-Reporting Requirements

- A. The following Federal Acquisition Regulation (FAR) clauses are incorporated into the contract by reference:

FAR 52.225-21	Required Use of American Iron, Steel, and Manufactured Goods-Buy American Act—Construction Materials (Mar 2009)
FAR 52.225-22	Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials (Mar 2009)
FAR 52.225-23	Required Use of American Iron, Steel, and Other Manufactured Goods-Buy American Act—Construction Materials under Trade Agreement (Mar 2009)
FAR 52.225-24	Notice of Required use of American Iron, Steel, and Other Manufactured Goods—Buy American Act—Construction Materials under Trade Agreement (Mar 2009)
FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009)

FAR 52.204-11 American Recovery and
Reinvestment Act—
Reporting Requirements
(Mar 2009)

FAR 52.212-5 (Alternate II) Contract Terms and
Conditions Required to
Implement Statutes or
Executive Orders—
Commercial Items (Mar
2009)

FAR 52.214-26 (Alternate I) Audit and Records—
Sealed Bidding (Mar
2009)

FAR 52.215-2 (Alternate I) Audit and Records—
Negotiation (Mar 2009)

B. All other terms and conditions remain unchanged.